

**AGREEMENT**  
**BETWEEN**  
**BAKER SUPPORT SERVICES, INC.**

**AND**

**LOCAL UNION NO. 780**

**INTERNATIONAL ALLIANCE OF THEATRICAL  
STAGE EMPLOYEES**

**AND**

**MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS  
OF  
THE UNITED STATES AND CANADA  
(AFL-CIO)**

**VEHICLE OPERATIONS**  
**ROBINS AIR FORCE BASE, GA**

**OCTOBER 1, 1998  
TO  
SEPTEMBER 30, 2001**

	<b><u>PAGE #</u></b>
<b>PREAMBLE</b>	<b>1</b>
<b>ARTICLE I - BARGAINING UNIT AND WORK COVERED</b>	<b>1</b>
Section 1.1 - Exclusive Representative	1
Section 1.2 - Scope	1
Section 1.3 - No Strike	2
Section 1.4 - No Lockout	2
Section 1.5 - Prior Obligation	3
<b>ARTICLE II - BULLETIN BOARDS</b>	<b>3</b>
Section 2.1 -	3
Section 2.2 -	3
<b>ARTICLE III - SENIORITY</b>	<b>3</b>
Section 3.1	3
Section 3.2	3
Section 3.3	3
Section 3.4 - Layoff	4
Section 3.5 - Severance Pay	4
Section 3.6 - Recall	5
Section 3.7 - Employees Transferred Out of Bargaining Unit	5
Section 3.8 - Shift Preference	5
Section 3.9 - Seniority Privileges For Union Stewards	5
Section 3.10 - Seniority List	6
<b>ARTICLE IV - ACCESS AND ADMITTANCE</b>	<b>6</b>
Section 4.1	6
Section 4.2	6
Section 4.3	6
<b>ARTICLE V - RIGHTS AND FUNCTIONS OF MANAGEMENT</b>	<b>6</b>
<b>ARTICLE VI - QUALITY OF WORK</b>	<b>7</b>
<b>ARTICLE VII - WORKER'S COMPENSATION</b>	<b>7</b>
<b>ARTICLE VIII - SAVINGS</b>	<b>7</b>
<b>ARTICLE IX - GRIEVANCE PROCEDURE</b>	<b>8</b>
Section 9.1 - Grievance	8
Section 9.2 - Arbitration	9

<b><u>TABLE OF CONTENTS</u></b>	<b><u>PAGE #</u></b>
<b>ARTICLE X - DISCIPLINE AND DISCHARGE</b>	
Section 10.1	9
Section 10.2 - Record of Disciplinary Action	10
<b>ARTICLE XI - FILLING VACANCIES, PROMOTIONS AND                     EXCLUSIVE HIRING HALL</b>	10
<b>ARTICLE XII - LEAVES OF ABSENCE</b>	10
Section 12.1 - All Leaves of Absence	10
Section 12.2 - Jury Duty	11
Section 12.3 - Bereavement Leave	11
Section 12.4 - Extended Military Duty	11
Section 12.5 - Illness, Injury or Pregnancy Related Disability	11
Section 12.6 - Non-War Military Duty Absence	12
Section 12.7 - Death in the Immediate Family	12
Section 12.8 - Special or Unusual Cases	12
Section 12.9 - Leave of Absence For Union Activity	12
Section 12.10 - Application For Leaves of Absence	13
<b>ARTICLE XIII - E.E.O.C.</b>	13
<b>ARTICLE XIV - WAGES AND BENEFITS</b>	13
Section 14.1 - Wages	13
Section 14.2	14
Section 14.3 - Vacation	14
Section 14.4 - Holidays	15
Section 14.5 - Personal Illness Leave	15
Section 14.6 - Work Shoes	16
Section 14.7 - Work of a Higher or Lower Classification	16
Section 14.8 - Salary Rates for New/Revised Occupational Classification	16
Section 14.9 - Protocol Drivers	16
Section 14.10	16
<b>ARTICLE XV - HOURS OF WORK AND OVERTIME</b>	16
Section 15.1 - Definitions	16
Section 15.2 - Meal Periods	17
Section 15.3 - Overtime Rates	17
Section 15.4 - Pyramiding of Overtime	17
Section 15.5 - Night Shift Premium	17
Section 15.6 - Show-up and Call-In Pay	18
Section 15.7 - Distribution of Overtime	18
Section 15.8 - Cancellation of Early Report Time	18
Section 15.9 - Work Periods	18
Section 15.10 - Van Drivers	18

<b><u>TABLE OF CONTENTS</u></b>	<b><u>PAGE #</u></b>
<b>ARTICLE XVI - UNION SECURITY</b>	
Section 16.1	19
Section 16.2	19
Section 16.3 - Agency Shop	19
Section 16.4 - Discharges	19
Section 16.5 - Notice	20
Section 16.6 - Checkoff	20
<b>ARTICLE XVII - DEFENSE SECURITY</b>	20
Section 17.1	20
Section 17.2 - Failure to Obtain Security Clearance	21
<b>ARTICLE XVIII - SAFETY AND HEALTH</b>	21
<b>ARTICLE XIX - APPLICATION OF AGREEMENT</b>	21
Section 19.1	21
Section 19.2	21
Section 19.3	21
<b>ARTICLE XX - DURATION</b>	22
Section 20.1	22

## **COLLECTIVE BARGAINING AGREEMENT PREAMBLE**

**THIS AGREEMENT**, effective October 1, 1998 is entered into by and between the Local Union No. 780 International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada (AFL-CIO), hereinafter referred to as the "Union", on behalf of those employees comprising the bargaining unit defined in Article I, and Baker Support Services Inc., hereinafter referred to as the "Company". As contractor under the department of the Air Force, Robins AFB, GA.

It is the purpose of these parties to set forth in this document a set of employment terms and conditions deemed most equitable in view of each of the interests involved, as listed below:

- A) To obtain through mutual cooperation between the parties hereto, the optimum service and earnings under the best possible working conditions.
- B) To assist each other in every fair and constructive way to secure the uninterrupted and general stabilization of working conditions.
- C) To provide methods for the fair and peaceful addressment of disputes between the company and the union for the mutual benefit of the company and its employees.
- D) The parties hereto agree these fundamental purposes shall serve as guiding influences in the settlement of problems, disputes, grievances, and differences that may arise between them during the life of this agreement.
- E) It is understood by the parties hereto that the work performed by the company and its employees is of such a nature that the highest standards of performance are required.

## **ARTICLE I BARGAINING UNIT AND WORK COVERED**

### **SECTION 1.1 EXCLUSIVE REPRESENTATIVE.**

The company recognizes the union as the sole bargaining agency with respect to wages, hours, and other conditions of employment for those employees in those job classifications certified for recognition by the National Labor Relations Board as shown in certification 10-RC-14005.

### **SECTION 1.2 SCOPE.**

This agreement shall cover all of the work of the occupational classifications set forth in Article 15 of this agreement at Robins Air Force Base, Georgia, and environs. The workload covered by this agreement shall be performed only by employees in the bargaining unit except in cases of emergency or operational necessity which can be performed by other employees of the company.

Use of non-bargaining unit employees will not be used to avoid payment of overtime for bargaining unit employees.

### **SECTION 1.3 NO STRIKE.**

During the term of this agreement, the union shall not authorize, cause, engage in, sanction or assist in any slowdown, work stoppage, strike, sit-down, or picketing against the company.

(A) In the event that any employee or employees shall call, cause, engage in, sanction or assist in any unauthorized slowdown, work stoppage, strike, sit-down or picketing against the company, the union and its officers and representatives agree to the following:

(1) That the company may take whatever disciplinary action it deems appropriate against such employee or employees, including discharge, and that degree of such disciplinary action shall not be reviewable through the grievance and arbitration procedures provided for in this agreement, provided, however, that whether or not an employee participated shall be reviewable.

(2) That each of them jointly and severally will immediately disavow and refuse to recognize any picket line or lines established as a result of said unauthorized slowdown, work stoppage, strike, or sit-down against the company; that each of them jointly and severally will instruct employees not to respect or recognize any said picket line or lines; and in addition, will do everything within their respective powers to secure the immediate disestablishment or disbanding of any said picket line or lines: and

(3) That each of them jointly and severally shall immediately take or cause to be taken all affirmative action to demand, cause, and require each and every employee to perform the terms and conditions of this agreement.

(B) In the event any employees shall call, engage in, sanction or assist in any unauthorized slowdown, work stoppage, strike, sit-down or picketing against the company, the company agrees that it will not file or process any action for damages arising out of said slowdown, work stoppage, strike, sit-down or picketing against the union, its officers or representatives provided these individuals have performed their obligations and responsibilities as set forth in this section.

(C) Nothing in section (A) above shall preclude any right to which the company may be entitled to secure legal or other redress of any individual who has caused damage or injury to or loss of company property nor does the company cede any rights in this regard to which it may be entitled.

### **SECTION 1.4 NO LOCKOUT.**

During the term of this agreement, the company shall not cause, permit or engage in any lockout of its employees.

### **SECTION 1.5     PRIOR OBLIGATION.**

This agreement shall not conflict with any prior obligation the union may owe to the international union. The union represents that the agreement does not conflict with any such obligation.

## **ARTICLE II BULLETIN BOARDS**

**SECTION 2.1.**     The employer shall provide space for one appropriate quality bulletin board of a maximum size of three feet by four feet for the exclusive use of the union for the posting of notices of meetings, bulletins and other union matters. Said space shall be provided in building 306. The union agrees that the bulletin board space so provided shall be used exclusively for matters relating to the bargaining unit described in Article I, and shall not be used for the posting of anything derogatory to the employer, it's management, it's employees, it's subcontractors, or it's customers and the employer may eliminate the space so provided if any derogatory posting appears.

**SECTION 2.2.**     All notices to be posted must bear the approval for posting of the appropriate local union representative and the project manager, and are subject to removal by the employer if not so approved. Such approval will not be unreasonably withheld.

## **ARTICLE III SENIORITY**

**SECTION 3.1.**     Employees covered by this agreement shall have one seniority date which shall be the first date the employee was hired by any company holding The Vehicle Operations and Maintenance contract with the Air Force, provided that the employee has had continuous and uninterrupted employment at the project by any such company from that date to the present.

Each new employee of the company shall be hired on a temporary basis during a probationary period of ninety (90) calendar days. Upon completion of said period of employment, the employee shall be considered a regular employee and his seniority shall date from the start of the probationary period, and, when thus established, will equal the employee's continuous service credit. A probationary employee may be discharged for any reason during the probationary period without recourse to the grievance procedure or otherwise.

**SECTION 3.2.**     The company shall furnish quarterly the union with a list of each of the seniority dates and gross pay for all members of the bargaining unit.

**SECTION 3.3.**     For the purpose of this agreement, seniority may be lost and employment may be terminated when any of the following occurs:

- (A)     The employee voluntarily quits;
- (B)     The employee is discharged for just cause;

- (C) The employee is recalled from lay-off and fails to report to work the day of his/her reasonably scheduled return to work provided the recalled employee has been sent and received written notification by registered or certified mail of the recall at his/her last known address at least ten (10) working days prior to the date he/she was scheduled to report for work;
- (D) The employee fails to report for work the first scheduled day of work following the termination of an approved leave of approved extension thereof;
- (E) The employee is absent from work for two (2) consecutive working days without proper notification of the absences unless inability to notify is shown;
- (F) It is discovered by the company that the employee is working for another employer or is self-employed in work which the company determines to be an actual or potential conflict of interest. The company will make an advanced determination, subject to the grievance procedure, concerning conflict of interest upon request by the employee;
- (G) It is discovered by the company that the employee has given false or fictitious information relating to any company business or records in an attempt to defraud or mislead;

### **SECTION 3.4 LAYOFF.**

When layoffs occur, probationary employees in the occupational classification and seniority group affected shall be laid off first. If further layoffs are necessary such layoffs shall be made by seniority within the occupational classification affected; the employee with the least occupational seniority in such occupational classification shall be the first to be laid off and the last to be recalled. An employee subject to layoff under the foregoing may exercise bumping rights in the following order: displace the employee with the least bargaining unit seniority in any lower rated occupational classification, provided he has greater bargaining unit seniority than the employee being displaced and provided he has the skill and ability to perform the work.

### **SECTION 3.5 SEVERANCE PAY.**

Any employee with more than six (6) months of continuous service credit, who has established seniority, shall be entitled to severance pay when involuntarily laid off because of lack of work for a period in excess of thirty (30) days; however, no employee shall be entitled to severance pay in cases where such layoff is due to fire, flood, explosion, bombing, earthquake, or act of God, causing damage at locations where work is performed under this agreement, or from strikes or work stoppages resulting in the inability to maintain normal operations. Employees shall not be paid severance pay at completion of, or in the event of any other termination of, the contract including the government's failure to exercise a contract option.

The severance pay for employees entitled thereto under the provisions of this paragraph shall be one week of severance pay for the first year of completed continuous service, plus one week of severance pay for each additional year, or portion thereof, not to exceed 18 weeks severance pay.

Such severance pay shall be paid at the end of a waiting period of thirty (30) days from the date of such layoff. An employee who accepts reinstatement in employment with the company and is reinstated during the waiting period shall not be entitled to severance pay as herein provided. An



employee who has received severance allowance and is subsequently reinstated during the period the allowance covers will repay the difference to the company in a manner agreeable to both. Such employee will be credited with the number of weeks of such repaid allowance against any future termination for which severance allowance is due. The employee will also be entitled to earn additional severance allowance in accordance with the employee's continuous service credit from the date of reinstatement after the employee has accumulated six (6) months additional continuous service credit with the company, but unused credit from a previous layoff plus severance accrued from the date of reinstatement cannot exceed 18 weeks. For the period of layoff, so long as recall rights exist, all laid-off employees shall accumulate seniority for the purpose of layoff and recalls. Also, temporary workers are categorically excluded from any severance pay.

### **SECTION 3.6 RECALL.**

For the purpose of reinstatement, all laid-off employees shall be recalled in the following order:

- (1) Laid-off employees who are classified in the occupational classification in which recalls are being made, in inverse order of layoff.
- (2) Laid-off employees outside the recalled occupation who have the ability, skill and physical capabilities to do the work required in order of their seniority.
- (3) No new employee will be hired until all such laid-off employees capable of performing the work required have been offered recall.

Unless mutually agreed between the company and the union, no employee on layoff will be offered recall in a higher rated occupational classification than that from which he was laid-off.

### **SECTION 3.7 EMPLOYEES TRANSFERRED OUT OF BARGAINING UNIT.**

An employee who has established seniority rights in an occupational classification within the bargaining unit and who is subsequently transferred or promoted to a position outside the bargaining unit shall be deemed to have accumulated and retained seniority rights in accordance with the provisions of this agreement for a period of one (1) year only from the date of such transfer or promotion, if in the opinion of the company it becomes necessary or advisable to return him/her to a vacant position within the bargaining unit.

### **SECTION 3.8 SHIFT PREFERENCE.**

When a vacancy exists on any shift, or in the formation of any new shift, preference in filling such vacancy shall be granted on an occupational seniority basis, where consistent with efficient operation. If an employee elects to exercise this privilege, he shall waive right of notice of change of shift provided for in Article XVI, Section 1 (G).

### **SECTION 3.9 SENIORITY PRIVILEGES FOR UNION STEWARDS.**

During their term of office, all duly elected or appointed union stewards will have top seniority for purposes of layoff as long as they are capable of performing the work then available.

for cause; to select the number assigned to any particular work; to determine the starting and quitting times, and the number of hours per day and shifts to be worked; to establish, modify and enforce reasonable rules and regulations that are not in direct conflict with the express provisions of this agreement; to select supervisory, managerial and other employees excluded from the bargaining unit; to introduce new, improved or different methods of operation, regardless of whether or not such may cause a reduction in the working force; to establish, change, or combine, job classifications and determine job qualifications.

This article is not intended to be an exclusive enumeration of the company's prerogatives. Nothing omitted from this article shall be construed, by virtue of such omission, to abridge or modify the company's right to manage the business.

## **ARTICLE VI QUALITY OF WORK**

The union and the company jointly agree to the philosophy of "quality service to the customer", and support an active quality control program administered by the company designed to assure properly completed work and excellent customer relations. The union agrees to actively promote workmanship and customer relations within it's membership.

## **ARTICLE VII WORKER'S COMPENSATION**

The employer's plan administrator shall be the union authorized point of contact for questions concerning the plan and its administration.

The company shall at the prior written request of the employee, release his/her appropriate record to the union for review.

## **ARTICLE VIII SAVINGS**

Should any part hereof or provision herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation, by any decree of a court of competent jurisdiction, or by government contract change; such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof, and shall remain in full force and effect.

It is further agreed that the company and the union shall meet to resolve these portions thus invalidated.

## **ARTICLE IX GRIEVANCE PROCEDURE**

### **SECTION 9.1 . GRIEVANCE:**

A grievance is defined as any alleged breach of any express term of this agreement. Any grievance complaint by the company or employees over the interpretation or application of this agreement affecting the employees that are covered by this bargaining agreement shall be processed as follows. Any complaint, dispute or grievance not brought up or carried forward to adjustment or arbitration as provided for in this article shall, unless the parties otherwise agree in writing, be regarded as waived. No employee shall refuse to work or otherwise curtail production or engage in any slow-down or interfere with employer's operation because of any complaint, dispute or grievance which he may have.

**STEP 1.** Any complaint shall, within three (3) working days from when the complaint arose or should have been reasonably known to exist, shall first be referred orally by the grievant or the union to the grievant's immediate supervisor or other official designated by the company. The company shall respond orally within three (3) days.

**STEP 2.** If no satisfactory resolution is reached in "STEP 1", the matter, shall be, within ten (10) calendar days after receipt of the STEP 1 response, reduced to writing on grievance forms supplied by the union, describing the incident involved, the provision of the agreement that was allegedly violated, and the remedy requested, and be submitted to the official designated by the company. The grievance shall be dated and signed by the aggrieved employee, employees, or the union. The company shall respond in writing within five (5) working days of receipt of the written grievance. If no satisfactory resolution results within ten (10) working days after the company's response, the grievance may be referred in writing to "STEP 3". The union will meet with the company, if requested, to discuss the grievance. If the company fails to provide a written response within five (5) working days of receipt of the written grievance, the grievance will be automatically referred to "STEP 3". Such time limits may be extended by mutual consent of the parties.

**STEP 3.** If no resolution is reached in "STEP 2", the matter shall, within ten (10) calendar days after the company's response be appealed in writing to the project manager and the union official designated at the local. The company shall respond in writing within five (5) working days of receipt of the appeal. If the company fails to provide a written response within five (5) working days of receipt of the grievance, the grievance shall be considered denied. Such limits may be extended by mutual consent of the parties.

**STEP 4.** If no resolution is reached in "STEP 3", the matter shall within five (5) working days from when the "STEP 3" answer was received from the company, be submitted for resolution by the designated representative of the union to the designated company official, who shall within ten (10) working days meet and discuss the grievance. The company will give its final answer within five (5) days of the meeting. Such time limits may be extended by mutual consent.

**STEP 5.** In the event the grievance is not resolved in "STEP 4", then either party may within thirty (30) calendar days after the company's response give written notice of arbitration to the other party.

### **SECTION 9.2 ARBITRATION:**

Any grievance which has not been finally settled or disposed of in accordance with the steps of the grievance procedure outlined above may be submitted to arbitration within ten (10) working days of receipt of the third step reply by either party.

The party desiring arbitration shall notify the other party in writing within the aforementioned ten (10) day period, and shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Such request shall be made within ten (10) working days of the notice to the other party.

Each party shall, within the ten (10) days from the receipt of such list, be entitled to strike alternately a name from the list. Until one name remains and this person shall be the arbitrator. The parties shall draw straws to determine which shall strike the first name. The parties agree that the decision or award of such arbitrator be final and binding on each of the parties and that they will abide thereby, subject to such laws, rules and regulations as may be applicable. The authority of the arbitrator shall be limited to determining questions involving the interpretation or application of provisions of this agreement, and no other matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to, subject from or to change any of the terms of this agreement, to change any rate in the schedule of salary rates or to establish a new salary rate, except under Section 4.2. Each party shall bear the expenses of preparing and presenting its own case. The cost, if any, of the arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto. Failure to appeal a decision made in any step in the time and manner specified shall constitute a bar to further action thereon.

## **ARTICLE X DISCIPLINE AND DISCHARGE**

**SECTION 10.1.** In the administration of the Article, a basic principle shall be that principle should be corrective in nature rather than punitive. Where an employee is suspended or discharged by the company, notification of the action of the company and the reasons thereof shall be provided to the employee in writing. In the event the union requests a hearing with the company to discuss the disciplinary action taken, such will be granted by the project manager as

soon as practicable in order to resolve the matter. In case of discharge, the employee and the union may waive STEP1 and 2 of the grievance procedure.

### **SECTION 10.2 RECORD OF DISCIPLINARY ACTION.**

The company will consider reprimands or disciplinary actions against an employee as cleared from his record after a twelve (12) month period from the date of issuance, provided that there have been no further infractions of any type during that period. The employee's record may be cleared earlier when, in the judgment of the company, his past service record warrants such action.

## **ARTICLE XI FILLING VACANCIES, PROMOTIONS AND EXCLUSIVE HIRING HALL**

Before employees are hired from the outside to fill vacancies in bargaining unit positions, it is the intention of the company to promote from within the bargaining unit if available employees have, as determined by the company, the present skill, ability and qualifications necessary to perform the work. If, in the determination of the company, two or more employees possess the present skill, ability and qualifications necessary to perform the available work, the more senior of them will be promoted. Should a junior employee be selected over a senior employee, the senior employee shall have the right to grieve the company's determination to the extent that such determination was arbitrary and capricious. In the event that an employee is promoted or upgraded to a higher rated occupational classification, the employee shall receive the applicable salary. During the first ninety (90) calendar days in the position, the promoted employee will be considered in a trial period. If during this trial period the company determines that the employee is not satisfactorily performing the duties of the position, the employee may be removed from the position and placed back into his/her former position if it remains open. If the former position has been filled, the employee may be placed into any open position for which the company determines him/her to possess the present skill, ability and qualifications to perform and the employee will be paid at the rate of such position. In the event the company determines that there are no current employees with the present skill, ability and qualifications to perform the work, it may, at its discretion, fill the position from any source.

## **ARTICLE XII LEAVES OF ABSENCE**

### **SECTION 12.1 ALL LEAVES OF ABSENCE.**

All leaves of absence, except as otherwise herein provided, shall be granted at the discretion of the company, dependant upon the work requirements or scheduled commitments of the section in which the employee requesting leave of absence is employed. Furthermore, leaves of absence as set forth in the Article 13, except for military service, will be granted only when prior approval of the employee's supervisor and the project manager are obtained. The company reserves the right to request from an employee documentary proof of the conditions necessitating the leave of absence. The company may also, when in its opinion it is necessary, arrange for a doctor or a nurse, selected by the company, to interview or examine such employee, who has applied for a

leave of absence because of illness or disability, for the purpose of determining the employee's condition and the possible duration of such sickness or disability. Misrepresentation of the facts on the basis of which a leave is granted shall constitute grounds for dismissal for cause.

### **SECTION 12.2 JURY DUTY.**

An employee who served on jury duty will receive regular pay for the time off minus any payment for jury duty. In addition, the employees will be entitled to keep any money paid for expenses.

Upon notification to serve as a juror, the employee shall submit the notification letter to his/her supervisor as early as possible before the scheduled jury duty. The employee shall produce verification from the court clerk for each day of jury duty including a summary of jury pay/expenses.

### **SECTION 12.3 BEREAVEMENT LEAVE.**

A regular employee will be granted leave of up to three (3) days for time off needed in connection with the death and funeral of a member of the employee's family.

For this article "Family" shall be: father and father-in-law, mother and mother-in-law, stepfather, stepmother, sister, brother, spouse, children, grandparents, grandchildren, step-children, step-brother, step-sister, or step-grandchildren.

The employee will be paid his/her regular hourly rate for time missed from work under this section.

The employee may be required to provide the company with verification of the death, i.e., funeral home card, newspaper or similar published article or death certificate.

### **SECTION 12.4 EXTENDED MILITARY DUTY.**

Employees who enter the armed forces of the United States shall, upon honorable discharge therefrom, be re-employed by the company as provided by The Universal Military Training and Service Act.

### **SECTION 12.5 ILLNESS, INJURY OR PREGNANCY RELATED DISABILITY.**

Subject to the requirement of this agreement relating to leaves of absence, an employee who is found to the satisfaction of the company to be unable to perform regularly assigned duties with the company because of sickness, injury or pregnancy related disability shall receive a leave of absence without pay during the period of such disability, provided it does not exceed three (3) months. If the disability continues beyond the three (3) month period, such employee shall be entitled to an additional leave of absence for three (3) months, but not to exceed a total of twelve (12) months. Continuous service credit and seniority periods shall accumulate for a maximum of twelve (12) months. The employee involved shall inform their immediate supervisor immediately upon the occurrence of the illness or disability and shall thereafter keep their immediate supervisor

informed monthly in writing of the approximate time when they will be able to resume their usual company duties.

#### **SECTION 12.6 NON-WAR MILITARY DUTY ABSENCE.**

An employee with twelve (12) months or more of continuous service credit who is called for and performs non-war military duty shall be granted a leave of absence and will be compensated for the difference between his military pay (plus such allowances as flight pay and submarine pay) and the base payment he would have received for the hours he was thereby required to lose from his normal work schedule, but not to exceed ten (10) days at his base daily salary if he is called for training, or five (5) days because of emergency. Continuous service credit and duly established seniority privileges will accumulate during such leave.

#### **SECTION 12.7 DEATH IN THE IMMEDIATE FAMILY.**

In case of death in the immediate family, an employee shall be granted a leave of absence up to two weeks, provided the company is convinced there is justification for such leave. If application is made in writing prior to the termination of such two-week leave, an extension of one week may be granted in unusual cases. Continuous service credit and duly established seniority privileges shall accumulate during such period. Such action shall not be subject to grievance by the employee.

#### **SECTION 12.8 SPECIAL OR UNUSUAL CASES.**

Where the company finds that rare and unusual facts require or justify it, leaves of absence may be granted, in addition to the leaves of absence in other provisions of this article, with or without accumulation of continuous service credit and established seniority privileges. Such action shall not be subject to the grievance procedure in this contract.

#### **SECTION 12.9 LEAVE OF ABSENCE FOR UNION ACTIVITY.**

Any employee who is elected or appointed to a position of business manager in the union, and who has at least six (6) months of continuous service credit, shall on written request of the union be granted a leave of absence for union activity for a period up to one (1) year. Extensions of up to one (1) year's duration may be requested and will be granted on written request of the union prior to the termination of such leave. Continuity of service, full seniority privileges shall be retained during such leaves of absence. When the union activity for which such leaves of absence are granted shall cease, the union shall immediately notify the company in writing and if application is made therefore within ten (10) days thereafter, said employee will be given re-employment in his former position, if same still exists, or a comparable position, in accordance with his seniority privileges and at the applicable wage rate at the time of his return. Such action shall not be subject to the grievance procedure in this contract.

The number of employees to be granted such leaves of absence shall not exceed one (1) at any time except by mutual agreement between the company and the union.

## **SECTION 12.10 APPLICATION FOR LEAVES OF ABSENCE.**

Except for military service, no application for a leave of absence will be considered unless it is applied for in writing and on forms provided by the company for that purpose.

## **ARTICLE XIII E.E.O.C.**

It is the continuing practice of the union and the company that the provisions of this agreement shall be applied to all employees without regard to race, color, age, religious creed, national origin, sex, handicap condition, or veterans status or union activity.

## **ARTICLE XIV WAGES AND BENEFITS**

Employees subject to his agreement are entitled to wages and benefits as defined below, effective 10/01/98.

### **SECTION 14.1 WAGES:**

<b><u>JOB TITLE</u></b>	<b><u>PRESENT BASE LABOR RATE</u></b>	<b><u>3% INCREASE 10/01/98 BRING BASE LABOR RATE TO</u></b>	<b><u>3% INCREASE 10/01/99 BRING BASE LABOR RATE TO</u></b>	<b><u>3% INCREASE 10/01/2000 BRING BASE LABOR RATE TO</u></b>
Crane Operator	\$18.70	\$19.26	\$19.84	\$20.44
Dispatcher	12.33	12.70	13.08	13.47
Driver Evaluator	12.59	12.97	13.36	13.76
Forklift Operator	13.10	13.49	13.89	14.31
Heavy Driver	11.38	11.72	12.07	12.43
Light Driver	7.97	8.21	8.46	8.71
Medium Driver	8.45	8.70	8.96	9.23
Tractor/Trailer Driver	12.12	12.48	12.85	13.24
Wash Rack Attendant	6.82	7.02	7.23	7.45
Wrecker Driver	17.42	17.94	18.48	19.03
Yard Master	7.97	8.21	8.46	8.71
*Protocol Light Driver	8.97	9.24	9.52	9.81
*Protocol Medium Driver	9.45	9.73	10.02	10.32
*Protocol Heavy Driver	12.38	12.75	13.13	13.52



(\*\*NOTE: These protocol rates have been established by adding \$1.00 per hour differential to the base rates listed above for non protocol drivers)

**SECTION 14.2** The Company will make available to regular, non-probationary employees some, none, or all of the following benefits: Life insurance; health insurance; dental insurance; vision insurance; prescription insurance; pension plan (to include 401(k) Plan); disability insurance. Additionally, the company will provide employees covered by this Agreement with a paid personal illness leave benefit. The terms of this Agreement and/or the provisions of plan documents shall determine questions of eligibility and coverage, with the provisions of plan documents being controlling in the event of conflict. The total cost to be incurred by the Company in providing the hereinabove optional benefits shall be limited to \$2.84 per person per productive hour actually worked in performance with Employer's contract with the Government. If the total cost per employee incurred by the Company in providing health benefits and sick days exceeds or is projected to exceed such amount, then such excess cost shall be shared equally between the Employee and the Company. If the cost incurred by the company in providing health benefits and sick days is less than the Company's total cost limitation per employee, the company shall deposit the balance of such funds into each employee's pension plan (to include 401(k) Plan).

**EFFECTIVE**  
10/01/95  
\$2.82 Per Hour

**EFFECTIVE**  
10/01/96  
\$2.83 Per Hour

**EFFECTIVE**  
10/01/97 thru 9/30/2001  
\$2.84 Per Hour

**SECTION 14.2 401(k) STATEMENTS**

(A) 401(k) Statements will be provided in accordance with the 401(k) Plan.

**SECTION 14.3 VACATION.**

Regular, non probationary employees are eligible for two (2) weeks paid vacation after one (1) year of continuous service with the company for the first seven (7) years with the company and three (3) weeks paid vacation after eight (8) or more years with the company and four (4) weeks after twenty (20) years of continuous service with the company (or a prorated amount for part time). Length of service includes the whole span of continuous service with the present company and with predecessor companies in the performance of similar work at the Robins Vehicle Operation and Maintenance Contract. Vacation days are not considered time worked and shall not be considered for purposes of computing overtime.

#### **SECTION 14.4 HOLIDAYS.**

Regular, non-probationary, employees are eligible for the eight (8) hours holiday pay if they are in an approved pay status (vacation, sick leave, etc.) during the week the holiday occurs. Any additional federal holidays recognized and incorporated by wage determination during the term of this agreement will be added by amendment on the effective date of the holiday.

New Years Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Employee's Birthday (Any Day that Week)	

**SUBSECTION 1.** When one of the designated holidays falls on an employee's scheduled day off, the holiday will be observed on the employee's scheduled work day closest to the holiday.

**SUBSECTION 2.** Holidays which are not worked are not considered time worked and shall not be considered for purposes of computing overtime

**SUBSECTION 3.** If a holiday falls within an employee's scheduled vacation period, that day will not be considered vacation time.

**SUBSECTION 4.** Employees for whom a holiday off cannot be scheduled within the week of the designated holiday shall receive pay for hours worked including any overtime as appropriate as well as holiday pay.

#### **SECTION 14.5 PERSONAL ILLNESS LEAVE.**

Upon approval of the immediate supervisor, an employee who has been employed by the company for six (6) months or more shall be paid for absence due to personal illness at the employee's basic rate, for a total of forty (40) hours in any twelve (12) month period. Absences shall be charged against such payment allowances in two(2) hour units. It is agreed that the company at its discretion may investigate illness or absences of an employee before payment for absences is authorized by the immediate supervisor.

An employee will be allowed payment for illness for a maximum of forty (40) hours in a calendar year. A medical certificate will be required after three (3) consecutive days. The company may require a certificate prior to three (3) consecutive days if the employee is Monday/Friday abuser. Hours counted shall be those which fall within the five (5) days of the employee's "Normal Work Week".

The above time may be used for personal business in accordance with company policy.

The company shall provide family and medical leave policy in accordance with the Family Medical Leave Act (FMLA).

#### **SECTION 14.6 WORK SHOES.**

The Employer will reimburse each protocol driver required to wear black work shoes up to \$50.00 per year. The amount reimbursed will be determined by proof of purchase and price paid for the shoes.

#### **SECTION 14.7 WORK OF A HIGHER OR LOWER CLASSIFICATION.**

Employees may be assigned work of a higher classification and, in such instances, will be paid the higher rate of pay only for the actual time worked in the higher classification. Employees may be required to perform work in any job classification in which they have the ability, but they shall receive no reduction in pay for performing work of a lower classification.

#### **SECTION 14.8 SALARY RATES FOR NEW/REVISED CCUPATIONAL CLASSIFICATIONS**

In the event the company desires to establish new or revised occupational classifications, the salary rates applicable shall be determined by negotiations between the company and the union. Operations shall not be delayed through failure to immediately agree upon salary rates applicable to any such occupational classifications. In the event of failure to agree on a rate for such new job classifications, the matter shall be deemed in dispute shall be subject to the grievance and arbitration procedures as provided in this agreement. Rates finally established will be paid retroactive to the date of the start of the occupational classification.

#### **SECTION 14.9 PROTOCOL DIRVERS.**

It is expressly understood that assignment of drivers for this duty is a management prerogative and is not subject to the grievance procedure of this contract.

#### **SECTION 14.10.**

Part time employees covered by the terms of this agreement shall continue to be eligible for those benefits for which they qualify under the terms of this agreement or the terms of benefit plan documents with the terms of benefit plan documents being controlling in the event of conflict. The benefit levels of eligible part time employees shall be governed by the pro-rata formulations the company has historically applied.

### **ARTICLE XV HOURS OF WORK AND OVERTIME**

#### **SECTION 15.1 DEFINITIONS.**

- (A) **"NORMAL WORK WEEK"** - The "*Normal Work Week*" for full-time employees covered by this agreement shall consist of five (5) consecutive days, not exceeding eight (8) hours in any one (1) regular work day of twenty-four (24) hours.
- (B) **"REGULAR WORK WEEK"** - Except for the third shift employees, The "*Regular Work Week*" for all employees shall begin at 12:01 A.M. o'clock Sunday and end at 12:00 o'clock midnight the following Saturday night (i.e., seven(7) consecutive calendar days,

Sunday to Saturday inclusive). The "*Regular Work Week*" for the third shift employees shall begin at 11:00 P.M. Saturday and end at 11:00 P.M. the following Saturday.

- (C) **"SCHEDULED DAYS" OFF** - Each full-time employee shall normally have two (2) consecutive "*Scheduled Days Off*" in each "*Regular Work Week*". A "*Scheduled Day Off*" shall be a calendar day during which no "*Regular Shift*" is scheduled to start for that employee.
- (D) **"HOURS WORKED"** - For the determination of overtime worked in a regular work week, time paid but not worked (for example: holiday, vacation, jury duty, bereavement leave, etc.) shall not be regarded as "*Hours Worked*" for the computation of overtime.
- (E) **"REGULAR SHIFT"** - A "*Regular Shift*" shall be scheduled in advance, and shall consist of eight (8) consecutive hours during a "*Regular Work Day*", exclusive of meal periods of not less than one-half (1/2) hour or more than one (1) hour each.
- (F) **"NIGHT SHIFT"** - The term "*Night Shift*" shall mean any shift starting at or after 1:00 P.M. and before 6:00 A.M. The time when an employee actually commences work will determine whether or not he has worked a "*Night Shift*" for the purpose of shift differential pay only.
- (G) **"CHANGE OF SHIFTS"** - The company shall give a notice of at least five (5) calendar days of any change in regular shifts to the union and the employees affected except when the company is involved in no-notice exercises or schedule changes directed by the U.S. Government.

### **SECTION 15.2 MEAL PERIODS.**

Except during mobility and other contingency exercises, employees shall be entitled to a meal period during which they shall be relieved of their duties. In the event an employee who is entitled to a meal period is not relieved of his duties, even though he may be permitted to while on the job, he shall be compensated for such time and shall not be sent home prior to working eight (8) hours, plus the time normally allotted for his meal period.

### **SECTION 15.3 OVERTIME RATES.**

Overtime shall be paid for all hours worked in excess of forty (40) hours in the regular work week. Overtime will be paid at the rate of one and one-half (1-1/2) times the employee's normal rate of pay for the hours worked subject to overtime.

### **SECTION 15.4 PYRAMIDING OF OVERTIME.**

No employee shall receive more than one (1) overtime rate for the same hours worked, and if more than one (1) rate is applicable to the same hour worked, the higher rate only shall be paid.

### **SECTION 15.5 NIGHT SHIFT PREMIUM.**

Effective October 01, 1994, a shift differential of 10% of the employee's straight time base rate shall be paid for all time worked on a night shift. An employee shall not receive the night shift

differential for hours worked before or after his regular shift if an overtime rate is received solely because such hours are before or after his regular shift.

#### **SECTION 15.6 SHOW-UP AND CALL-IN PAY.**

A full-time employee (A) reporting for work in the absence of notice not to report, or (B) an employee called in to work on a holiday or on one of his scheduled days off, or (C) an employee who is recalled after completing a day's assignment and has checked out and left his place of employment, shall be entitled to a minimum of three (3) hours work opportunity and shall perform such duties as the company assigns. The foregoing shall not apply in contingency operations or when the company is unable to provide work due to weather conditions, Acts of God, the failure of other employees to report, or other conditions beyond the control of the company.

#### **SECTION 15.6 SHOW-UP AND CALL-IN PAY.**

(A) If the Fort Gordon run is cancelled and there are no other work assignments for the employee reporting for the Fort Gordon run, that employee will be entitled to two (2) hours call-out pay. The clause applies only to the Fort Gordon run.

#### **SECTION 15.7 DISTRIBUTION OF OVERTIME.**

Consistent with efficient operations, overtime shall be distributed equitably among employees in each occupation. The computation of overtime shall be in converted time (i.e. eight (8) hours worked at time and one-half (1-1/2) pay shall be charged as twelve (12) hours worked).

#### **SECTION 15.8 CANCELLATION OF EARLY REPORT TIME.**

If the company fails to notify a full-time employee of cancellation of an early reporting time at least ten (10) hours prior to his regularly scheduled start time, or the corresponding time on scheduled days off, the employee shall be permitted to report for such assignment, unless notice of cancellation is given to the employee prior to the employee's departure from his assigned work place during the last work period prior to such assignment. The cancellation of early report time notification does not apply when the company is involved in contingency operations.

#### **SECTION 15.9 WORK PERIODS.**

Full-time employees shall be given five (5) separate consecutive work period of eight(8) consecutive hours of work (as distinguished from pay) within a regular work week. For the purpose of determining a separate work period a break in work of less than two(2) hours shall not constitute a separation. Each separate work period shall begin within a separate "*Regular Work Day*" except that when a new work period begins, separated by a break of at least two (2) hours, which extends at least eight (8) hours into the next "*Regular Work Day*", those eight (8) consecutive hours after midnight will be considered as hours worked in the work period in the second day for the purpose of satisfying the requirements of this section.

#### **SECTION 15.10 VAN DRIVERS.**

The list of van bus drivers for TDY will be increased from two (2) drivers to four (4) drivers.

## **ARTICLE XVI UNION SECURITY**

### **SECTION 16.1.**

All employees identified in the occupational classifications set forth in Article XV employed by the company in its vehicle operations section will be informed that the union is the sole and exclusive collective bargaining agent for the employees in the bargaining unit and accordingly, they will be represented by the union. They will be given a copy of the Collective Bargaining Agreement and will be referred to the appropriate union representative for information as to membership and payment of union dues.

### **SECTION 16.2.**

The union agrees to save the company harmless from any action or actions growing out of the provisions of this section commenced by an employee against the company.

### **SECTION 16.3 AGENCY SHOP.**

- (A) Membership in the union is not compulsory. Employees have the right to not join, maintain or drop their membership in the union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters.
- (B) Membership in the union is separate, apart, and distinct from the assumption by an employee of an equal obligation, to the extent that said employee receives equal benefits. The union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the union and this agreement has been executed by the employer after it has satisfied itself that the union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each member of the bargaining unit pay his or her own way and assume a fair share of the obligation along with the grant of equal benefits contained in this agreement.
- (C) In accordance with the policy set forth under subparagraphs (A) and (B) of this Article, all employees in the bargaining unit, as a condition of continued employment, pay to the union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the union (except initiation fees) which shall be limited to an amount of money equal to the union's regular and usual dues, including its general and uniform assessments which are part of dues. For existing employees, such payments shall commence thirty (30) days following the date of employment.

### **SECTION 16.4 DISCHARGES.**

Employees who fail to pay an amount of money equal to that paid as regular and usual dues to the union (including an amount equal to the union's general and uniform assessments which are part of dues), and/or any member who fails to maintain his membership in goodstanding, shall forfeit

the right of continued employment. Accordingly, the employer shall discharge such employee within seven (7) days of being notified by the union in writing as to the failure of said employee to maintain such payments. The requirements of maintaining a membership shall be consistent with federal law.

#### **SECTION 16.5 NOTICE.**

The employer shall advise the union of the employment of employees subject to this agreement, setting forth the employee's name, residence address, date of employment, and classification of work assigned. Said notice shall be given within seven (7) days of the hiring of the employee.

#### **SECTION 16.6 CHECKOFF.**

Upon receipt of an employee's written authorization, which shall not be irrevocable for more than one (1) year, or beyond the termination date of this agreement, whichever occurs sooner (when revocation is not otherwise provided for by local law), the company shall deduct from such employee's wages, in accordance with this agreement, if he so authorizes, the employee's union dues and remit same to the duly authorized representative of the union, together with a list of the names of the employees from whose pay deductions were made. Such a written authorization may be revoked by the employee by written notice by registered mail received by the company during the ten(10) day period prior to the end of any such applicable yearly period or during the ten (10) day period to the termination date of any applicable collective bargaining agreement, whichever occurs sooner. The company shall notify the union of such revocations not later than one (1) day following receipt of same. In the absence of such notice of revocation, the authorization shall be renewed for successive yearly periods or until the end of the collective bargaining agreement, whichever occurs sooner. The union agrees to hold the company free from all liability in connection with dues collections except for ordinary diligence and care in transmittal of the monies to the union.

### **ARTICLE XVII DEFENSE SECURITY**

#### **SECTION 17.1.**

The union recognizes that the company has certain obligation in its contracts with the government pertaining to security, and that security is vital to the company and the union in carrying on their part in the defense effort.

Therefore, in the event that the armed forces, through their duly authorized representatives concerned with security, advise or have advised the company that any employee in the bargaining unit covered by this agreement is denied work on or access to classified information or material, it is mutually agreed between the company and the union that such employee shall be subject to any action as to his employment, including, but not limited to termination, which the company considers necessary for security reasons. Any such employee shall have no seniority rights under this agreement, while such determination is outstanding.

In the event, however, that a review, duly made by the appropriate governmental authority, shall result in a reversal in the original ruling, all seniority, benefits and other employment rights as an

employee shall be restored to him, and if he/she has been removed from employment for security reasons, and such reversal is obtained after his removal, he/she shall be offered reinstatement in accordance with his/her accumulated seniority. Such employee shall receive payment from wages lost during the period of removal from employment, at his basic salary rate at the time of his removal, less any amount earned during such period by reason of his employment elsewhere. The provisions of this paragraph do not apply to an employee whose clearance or access was properly denied but is subsequently reinstated by the government.

The company, all representatives of the union having access to the premises, and all employees are required to comply with applicable government security regulations when performing work for the government. The company and the union agree that security information will be revealed only to persons properly cleared and required to have the information by the government.

### **SECTION 17.2 FAILURE TO OBTAIN SECURITY CLEARANCE.**

If an employee refuses to apply for, or if an employee has not been granted a secret clearance within one hundred twenty (120) calendar days from the date of application submission, the company may terminate his employment.

## **ARTICLE XVIII SAFETY AND HEALTH**

The company will make all reasonable provisions for the safety and health of the employees during hours of employment. The union agrees to cooperate with the company in assuring conformance with all established safety regulations.

The company shall conduct safety meetings monthly in compliance with its existing policy and procedures.

The shop steward will meet once each quarter with their respective supervisor to discuss safety practices in their activities.

## **ARTICLE XIX APPLICATION OF AGREEMENT**

### **SECTION 19.1.**

A part time employee is defined as an employee who works sixty-four (64) hours or less in a pay period on a regular basis.

### **SECTION 19.2.**

The following sections/subsections of this agreement shall not apply to part time employees: Article XVI, Section 6, Article IV, Section 9.

### **SECTION 19.3.**

Article XVI, Section 7 does not apply to band bus drivers.



## ARTICLE XX DURATION

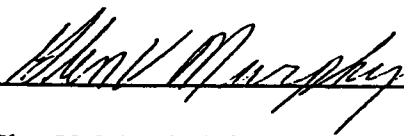
### SECTION 20.1.

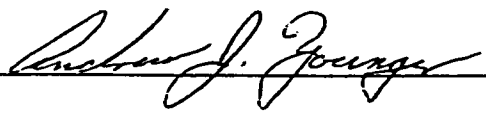
This agreement shall become effective as of 1 October 1998 and shall continue in full force and be binding upon the respective parties hereto until 2400 hours, 30 September, 2001 and thereafter be automatically renewed from year to year from the 1<sup>st</sup> day of October to and including the 30<sup>th</sup> day of September of subsequent years, unless notice in writing shall be given by either party to the other of a desire to change or modify this agreement not less than one hundred twenty (120) days prior to the termination of the agreement or prior to a subsequent applicable expiration date after automatic renewal. If such notice is given, parties will exchange proposals ninety (90) days prior to the termination of this agreement, and will meet and negotiate from time to time prior to the termination of this agreement in an effort to determine the terms and provisions of a new collective bargaining agreement for succeeding period.

If the parties do not reach an agreement with respect to proposed changes or a new agreement in the event termination notice has been given prior to said expiration date, then this agreement shall terminate on its expiration date. The parties may by mutual consent extend this agreement for a specific period to allow further negotiations.

**BAKER SUPPORT SERVICES, INC.**

**INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYES,  
MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS OF  
THE UNITED STATES AND CANADA;  
AFL-CIO, CLC, LOCAL 780, I.A.T.S.E.**

BY:   
Glen V. Murphy/Director of Contracts  
(Name/Title)      Date: 9/12/98

  
Andrew J. Younger/Business Manager  
(Name/Title)      Date: 9/12/98